

CITY OF SOUTH FULTON
DEPARTMENT OF PARKS & RECREATION
FACILITIES USE AGREEMENT

This Agreement ("Agreement") made and entered into this **19th** day of **May** 2019, by and between The City of South Fulton, Georgia ("City") and **Miracle League of South Fulton, Inc.**, a non-profit organization ("Miracle League").

WITNESSETH:

Whereas, Miracle League and the City are mutually interested in and concerned with providing and making available recreation programs, activities, and facilities for the use and benefit of the citizens of the City of South Fulton, Georgia; and

Whereas, the City operates the property and facilities located at **4255 Will Lee Road, College Park, GA 30349** and **5645 Mason Road, College Park, GA 30349** ("Facilities"); and

Whereas, Miracle League desires to provide recreational opportunities for children with disabilities to play Miracle League baseball, regardless of their abilities at the Facilities.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The City agrees to:

- (a) Allow use of the Facilities to Miracle League as set forth in this Agreement, and subject to applicable state, federal and local ordinances, laws, rules and regulations.

2. Miracle League, Inc. agrees to:

- (a) Comply with all applicable state, federal and local statutes, ordinances, rules, orders, regulations, as they may be amended from time to time.
- (b) Obtain the prior written approval and consent of the City before making any repairs, improvements, additions or alterations to the Facilities. Miracle League further agrees and acknowledges that any and all improvements, additions, or alterations which may be approved shall become the property of the City and remain upon the premises and be surrendered with the premises at the termination of this Agreement. Failure to obtain prior written authorization from the City may cause for immediate termination of this Agreement.
- (c) Miracle League will maintain any and all improvements that, in the opinion of the City, are for the primary benefit of Miracle League's participants and/or invitees.
- (d) Miracle League is responsible for reporting all acts of vandalism to the Facilities or Miracle League, Inc.'s property to the City and the local Police Department. A

copy of the police report must be filed by Miracle League with the City Department of Parks and Recreation.

- (e) Miracle League shall not use the Facilities for any purpose other than that of providing recreational opportunities for children with disabilities.
- (f) Miracle League agrees to take any action necessary to prevent or correct any nuisance or other grievances upon, or in connection with, said premises during the term of this Agreement, and shall comply with and execute all rules, orders, and regulations of the Southeastern Underwriters Association for the prevention of fires.
- (g) The City or any of its agents or employees shall have the right to enter on the premises at any time during the term of this Agreement to examine, inspect, or supervise as deemed necessary.
- (h) Miracle League does hereby agree to indemnify and hold harmless the City, the City Council, the City's officers, employees, successors, assigns and agents against any and all claims or liability which results from Miracle League use of the Facilities.

MIRACLE LEAGUE MAINTENANCE RESPONSIBILITIES

- (a) Miracle League is responsible for clean-up and placing litter in the proper containers.
- (b) Miracle League shall pick and place all litter and trash at the Facilities in the proper trash receptacles at the conclusion of its activities.
- (c) Miracle League shall cooperate with City's Department of Parks & Recreation staff regarding maintenance and proper upkeep of the Facilities.
- (d) Miracle League shall report any dangerous or faulty equipment to the City Department of Parks & Recreation. Work requests for general maintenance or special needs on existing facilities should be made in writing to the City Department of Parks & Recreation.
- (e) Miracle League may also call the nearest Recreation Center for Park and Facilities Maintenance at:
 - Parks Administration Office
 - 5565 Stonewall Tell Road
 - College Park, GA 30349
 - 470-809-PARK (7275)
- (f) Miracle League shall have a sufficient number of adults present to supervise all its scheduled activities, from the time the first participant arrives until the last one departs.

MIRACLE LEAGUE SAFETY PRECAUTIONS

- (a) Miracle League agrees to administer activities at the Facilities in a safe and professional manner.
- (b) The City has the right to cancel any scheduled activity in the Facilities when it is determined that such activity would severely damage the Facilities and/or its furniture. Persistent damage to City facilities by Miracle League will result in Miracle League being prohibited from using City facilities.

OTHER CONDITIONS

- (a) The rights of the City under this Agreement shall be cumulative and the failure of the City to exercise promptly any right hereinafter shall not operate to forfeit any of those rights.
- (b) This Agreement shall begin on _____ and shall continue as it relates to the City Facilities through _____, and shall be subject to two automatic one year renewals, unless terminated as allowed herein by either Party.
- (b) If Miracle League defaults on any obligation under this Agreement or violates any term hereof, the City may terminate the Agreement.
- (c) Each party may terminate this Agreement without further obligation by giving the other party thirty (30) days notice in writing.
- (d) This Agreement may be modified only by a written Agreement, approved by the City Council and signed by both Parties.
- (e) Miracle League agrees to pay the cost of any legal proceedings, including all attorney's fees and court cost, which are incurred by the City on account of or because of the violation or alleged violation of any terms or provisions of this Agreement.
- (f) Miracle League may not allow a third party organization to conduct related activities. The City Council must approve any third party agreements.
- (g) For purposes of this Agreement, any notices required to be sent to Miracle League shall be mailed, in a manner in which delivery may be professionally tracked, to:

[insert information].

Any notices required to be sent to the City shall be mailed, in a manner in which delivery may be professionally tracked, to:

**South Fulton Department of Parks & Recreation
Attn.: Director
5565 Stonewall Tell Road**

- (h) Prior to commencing any activities in conjunction with this AGREEMENT, Miracle Leagueshall furnish a Certificate of Insurance executed by a duly authorized representative of each carrier, as evidence of compliance with the insurance requirements as specified herein. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than A- with coverage forms acceptable to the City. The insurance below shall be maintained uninterrupted for the duration of this AGREEMENT and/or the Associations use of the City Facilities.

1. Commercial General Liability with coverage limits of no less than \$1,000,000.00 per occurrence/aggregate for Bodily Injury and Property Damage liability
2. Workers Compensation and Employers Liability providing statutory benefits and Employers Liability Insurance coverage with coverage limits of no less than \$100k - \$500k - \$100k.

The City shall be included as an "Additional Insured" under the above required policies. Additional Insured coverage afforded by Miracle League CGL insurance shall be primary and non-contributory with a waiver of subrogation provided in favor of the City.

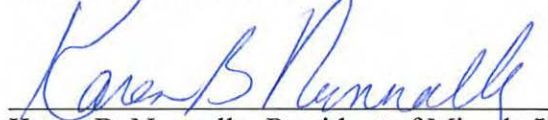
- (i) This AGREEMENT shall be governed by the laws of the State of Georgia.

Remainder of page intentionally left blank

I **Karen B. Nunnally**, President of the Miracle League, have read and hereby agree that Miracle League will abide by the terms and conditions of this Agreement. I also understand that failure to abide by these policies could result in loss of Miracle League's access to City Facilities and that I may be held personally liable as President of Miracle League.

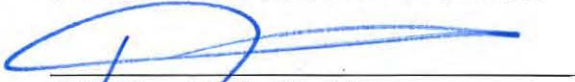
In Witness Whereof, the parties hereto have set their hands and seals:

BY MIRACLE LEAGUE:



Karen B. Nunnally, President of Miracle League, Inc.

[add notary block]

BY THE CITY OF SOUTH FULTON


Odie Donald, II, City Manager
City of South Fulton

Attest:


S. Diane White, City Clerk



ITEM# Agr2019-005 DATE 3, 19, 2019


Tony M. Phillips, Director
Department of Parks & Recreation

Approved as to form:


Emilia C. Walker, City Attorney